

**AGREEMENT  
between  
NATIONAL ASSOCIATION OF STATE BOARDS OF ACCOUNTANCY, INC.  
and the  
STATE OF KANSAS**

*7 November* This Agreement (the "Agreement") is made and entered into on this 14<sup>th</sup> day of November, 2011 by and between the **National Association of State Boards of Accountancy, Inc. ("NASBA")**, a non-profit Delaware corporation with offices at 150 Fourth Avenue North, Suite 700, Nashville, TN 37219, and the **Kansas Board of Accountancy** established by law in the State of Kansas (the "State Board"), with offices at Landon State Office Building, 900 SW Jackson Street, Suite 556, Topeka, KS, 66612.

**RECITALS**

WHEREAS, the State Board has been established by law in the State of Kansas to determine the qualifications of individual candidates for licensure as Certified Public Accountants (the "Candidates") in said jurisdiction in order to protect the public; and

WHEREAS, the State Board is authorized by the laws of its jurisdiction to require Candidates to pass a licensing exam as a requisite for licensure as a Certified Public Accountant in its jurisdiction; and

WHEREAS, pursuant to State laws, including State Board's rules, the State Board is authorized to require passage of the Uniform Certified Public Accountant Examination ("Uniform CPA Examination"); and

WHEREAS, the State Board is authorized to enter into this Agreement for the delivery of the Computerized Uniform CPA Examination and other professional services for the benefit of Candidates for licensure under its State's laws and rules; and

WHEREAS, NASBA has entered into a Computer Based Testing Services Agreement effective March 4, 2010 ("CBT Agreement") that establishes the terms and conditions for NASBA, the American Institute of Certified Public Accountants ("AICPA") and Prometric, Inc. ("Prometric") to provide for the development, delivery and advisory grading of the Uniform CPA Examination via computer-based testing; and

WHEREAS, the State Board desires to obtain, and NASBA through its CPA Examination Services division ("CPAES") desires to furnish, professional services related to the Computer-Based Uniform CPA Examination (the "CPA Examination").

## AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the State Board and NASBA hereby agree as follows:

### 1. SCOPE OF WORK.

- 1.1 NASBA shall (i) provide CPA Examination and related services on behalf of the State Board as set forth on Schedule 1 hereto ("Examination Services"); (ii) provide CPA Examination and related services on behalf of the State Board as set forth on Schedule 2 hereto ("Reexamination Services") to Candidates who have previously taken any section of the Uniform CPA Examination ("Reexamination Candidates"); and (iii) provide all Examination Services and Reexamination Services in accordance with statutes and rules and regulations of the State of Kansas.
- 1.2 For the purposes of this Agreement, the term Candidates shall include First-time Candidates and Reexamination Candidates, as the case may be.

### 2. PAYMENT FOR SERVICES.

- 2.1 Candidates shall apply and submit payment for the CPA Examination directly to NASBA in accordance with the following fee schedule:

#### (i) NASBA Administrative Fee for Candidates.

- (a) First-time Candidates shall pay a fee of \$145.
- (b) Reexamination Candidates shall pay the following fees:

<u>Number of Sections</u>	<u>Fee</u>
All sections	\$110
Three sections	\$95
Two sections	\$80
One section	\$65

#### (ii) Testing Fees.

In addition to the administrative fee set forth above, NASBA will collect from Candidates the testing fees charged by NASBA, AICPA and Prometric as established in the CBT Agreement (the "Testing Fees"). As of the execution of this Agreement, the Testing Fees are set at the following rates:

Exam Type	AUD	FAR	REG	BEC
Hours	4	4	3	3
AICPA	\$95.00	\$95.00	\$95.00	\$95.00
Prometric	\$88.20	\$88.20	\$66.15	\$66.15
Photo	\$5.95	\$5.95	\$5.95	\$5.95
NASBA	\$18.00	\$18.00	\$18.00	\$18.00
<b>Totals</b>	<b>\$207.15</b>	<b>\$207.15</b>	<b>\$185.10</b>	<b>\$185.10</b>

As of January 1, 2012 (with collection of these fees beginning October 15, 2011), the Testing Fees will be set at the following rates:

<b>Exam Type</b>	<b>AUD</b>	<b>FAR</b>	<b>REG</b>	<b>BEC</b>
Hours	4	4	3	3
AICPA	\$95.00	\$95.00	\$95.00	\$95.00
Prometric	\$76.40	\$76.40	\$57.30	\$57.30
Photo	\$5.95	\$5.95	\$5.95	\$5.95
NASBA	\$18.00	\$18.00	\$18.00	\$18.00
<b>Totals</b>	<b>\$195.35</b>	<b>\$195.35</b>	<b>\$176.25</b>	<b>\$176.25</b>

- 2.2 In the event that during the term of the Agreement the Testing Fees are increased as provided by the CBT Agreement, NASBA shall so notify the State Board in writing at least thirty (30) days prior to the effectiveness of such increases and shall be permitted to collect the increased fees from the Candidates upon the effectiveness of such increases without further action.
- 2.3 The State Board acknowledges and agrees that pursuant to the terms of the CBT Agreement, each Candidate who fails to appear for a scheduled CPA Examination, presents himself/herself more than fifteen (15) minutes after the scheduled start time for taking such CPA Examination and is refused admission to such CPA Examination, or who changes or cancels a CPA Examination after the applicable Test Cancellation/Change Deadline (as defined in the CBT Agreement), shall be required to pay the Prometric Fee set forth in Section 2.1 (ii) hereof as if the CPA Examination had been delivered.

### **3. TERM.**

- 3.1 The Agreement extends from November 16, 2011 through November 15, 2016 (the "Initial Term").
- 3.2 Amendments to this Agreement extending the period of performance, if any, shall be at the sole discretion of the Kansas Board of Accountancy.

### **4. TERMINATION.**

- 4.1 The Agreement may be terminated by the State Board upon written notice delivered to NASBA in accordance with Section 6 hereof at least ninety (90) days prior to the effective date of such termination.
- 4.2 The Agreement may be terminated by NASBA upon written notice delivered to the State Board in accordance with Section 6 hereof at least ninety (90) days prior to the effective date of such termination if the State of Kansas statutes or regulations affecting NASBA's performance under the Agreement are enacted or changed to such an extent that, in NASBA's sole opinion, continuation of this Agreement would be detrimental to NASBA.
- 4.3 Upon termination of the Agreement by either party, all personal, educational requirement and testing data with respect to each Candidate in electronic and

paper form shall become the property of the State Board and NASBA will forward such data to the State Board within one hundred twenty (120) days of such termination.

**5. CONFIDENTIALITY.**

- 5.1 NASBA agrees that it will maintain in confidence and will not use or disclose without the prior written consent of the State Board any information about the Candidates which is acquired through the administration of the Examination Services and Reexamination Services provided by NASBA for any purposes other than the administration, security and maintenance of the CPA Examination and the services provided hereunder, and that NASBA and the State Board shall have exclusive province and control over and exclusive rights to manipulate information for reporting purposes arising out of database information that includes or is derived from individual candidate data; provided however that the AICPA may use such information from its database to prepare and distribute advisory grades and to conduct additional analyses concerning the quality, security and improvements of the CPA Examination and distribute the results of those analyses as necessary.
- 5.2 The parties hereto hereby acknowledge that pursuant to the terms of the CBT Agreement, the parties thereto have engaged external consultants to perform a diagnostic review of the parties to confirm the availability, security, integrity and maintainability of their systems

- 6. NOTICES.** Any notices or other communications required or which may be given by any party under the Agreement, shall be in writing and may be sent via telecopy, however the original shall be sent either by overnight courier, with a verified receipt, or by registered or certified mail, postage prepaid and addressed to and at the address stated below or to such other address as the parties hereto shall subsequently designate to each other by notice given in accordance with this Section. Such notice shall be deemed to be sufficiently given when the receiving Party receives the original.

State Board:  
Kansas Board of Accountancy  
Landon State Office Building  
900 SW Jackson Street, Suite 556  
Topeka, KS, 66612  
Attention: Susan L. Somers, Executive Director

NASBA:  
National Association of State Boards of Accountancy, Inc.  
150 Fourth Avenue North, Suite 700  
Nashville, TN 37219  
Attention: Ken L. Bishop, EVP and COO

7. **NO DISCRIMINATION.** In connection with the performance of work under this Agreement, NASBA agrees that employment shall be offered and maintained so as to afford an equal opportunity to all qualified persons without regard to race, religion, color, national origin, gender, age, physical challenge, marital status or membership in any lawful organization. NASBA shall, in all solicitations or advertisements for employees placed on behalf of NASBA, state that NASBA is an equal opportunity employer. As part of its commitment not to discriminate on the basis of disability, NASBA shall, at minimum, meet the standards applicable to the State, and the State Board under the Americans with Disabilities Act (42 U.S.C. 12101 etc., 28 C.F.R. part 35), as amended. These standards include, but are not limited to, giving primary consideration to the requests of individuals with disabilities when determining which appropriate auxiliary aids and services to furnish for purposes of giving such persons equal opportunity to participate in licensing and certification examinations. The State Board acknowledges and agrees that pursuant to the terms of the CBT Agreement, NASBA must notify Prometric of a Candidate's need for special accommodations at least thirty (30) days prior to the desired CPA Examination test date. NASBA agrees to assume expenses for special arrangements for disabled candidates up to a maximum of \$2,000 per disabled Candidate per examination for the examinations conducted during the Initial Term of the Agreement.
8. **ASSIGNABILITY.** The Agreement is not assignable by NASBA either in whole or in part, without prior written consent of the State Board.
9. **INDEMNIFICATION.** NASBA shall indemnify and hold harmless the State of Kansas against any and all liability, loss, damages, costs and expenses which it may sustain, incur, or be required to pay, arising out of or in connection with services performed under this Agreement by reason of the gross negligence or willful misconduct of NASBA, its agent(s) or employees, or any of its subcontractors.
10. **INSURANCE.** NASBA shall maintain during the Initial Term and any renewals thereof, a comprehensive general liability insurance policy with minimum coverage limits of not less than \$2,000,000 in the aggregate.
11. **FORCE MAJURE.** No party hereunder shall be liable for delay or failure in performance of any of its obligations under the Agreement when such delay or failure arises from events or circumstances beyond the reasonable control of such party, including, without limitation, acts of God, fire, flood, war, explosion, sabotage, terrorism, embargo, civil commotion, acts or omissions of any government entity, supplier delays, communications or power failure, equipment or software malfunction (where such malfunction is of a general nature occurring in generally available commercial equipment and software), or labor disputes.

12. **MISCELLANEOUS.** The Agreement, the Form DA-146a attached and the Schedules attached hereto, constitute and express the entire agreement and understanding between the parties hereto in reference to all the matters herein referred, all previous discussions, promises, representations and understanding relative thereto, if any had between the parties hereto, being herein merged. Should any term or provision of the Agreement be held to any extent unenforceable, invalid or prohibited under law, then such provision shall be deemed restated to reflect the original intention of the parties hereto as nearly as possible in accordance with applicable law and the remainder of the Agreement. The application of such term or provision to persons, property or circumstances other than those as to which it is invalid, unenforceable or prohibited, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. No failure on the part of any Party to exercise, nor delay in exercising, and no course of dealing with respect to any right, power or privilege under the Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege under the Agreement preclude any other or further exercise thereof or the exercise of any other right, power or privilege under the Agreement. The masculine, feminine or neuter gender and the singular or plural number shall be deemed to include the other gender or numbers where the context so indicates or requires. Unless otherwise expressly provided, references to days, months or years are to calendar days, months or years. The terms "person" or "persons" include individuals, partnerships, corporations, government agencies or other entities. Section headings are included for convenience only and are not to be used to construe or interpret the Agreement.
13. **APPLICABLE LAW.** The Agreement shall be deemed to have been made in the State of Kansas, and shall be subject to, construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Kansas, without reference to principles of conflict of laws thereof.
14. **NO MODIFICATION.** The Agreement, including the terms established in the Schedules attached hereto, can be modified only by a writing signed by all parties hereto.
15. **AUTHORIZATION.** The parties hereto represent that the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate or other action and any consent, approval or withholding of objection by any person, party or governmental agency required for this Agreement to become binding and effective has been obtained. Each party hereto warrants and represents that neither the execution, delivery, nor performance of the Agreement and all other documents executed in connection herewith will violate or conflict with or constitute a breach of or default under any contract, instrument, article of incorporation, bylaw, agreement, indenture, license, order or judgment to which the party is bound.

16. **DISPUTE RESOLUTION.** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. Jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
17. **NO FINDERS FEE OR KICKBACK.** No finder's fee, employment agency fee, or other such fee related to the procurement of the Agreement shall be paid by either party. NASBA certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with the Agreement nor were any fees, commissions, gifts, or other considerations made contingent upon the award of the Agreement. If NASBA breaches or violates this warranty, the State Board may, at its discretion, terminate the Agreement without liability to NASBA or any person or party, or deduct from the Agreement price or consideration, or otherwise recover, the full amount of any commissions, percentage, brokerage or contingency fee.
18. **INDEPENDENT CONTRACTOR.** NASBA shall function as an independent contractor for the purposes of the Agreement, and shall not be considered an employee of the State Board for any purpose. NASBA shall assume sole responsibility for any debts or liabilities that may be incurred by NASBA in fulfilling the terms of the Agreement, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of the Agreement. Nothing in the Agreement shall be interpreted as authorizing NASBA or its agents and/or employees to act as an agent or representative for or on behalf of the State Board, or to incur any obligation of any kind on the behalf of the State Board. NASBA agrees that no health, hospitalization benefits, workers compensation and/or similar benefits available to the State Board's employees will inure to the benefit of NASBA or NASBA's agents and/or employees as a result of the Agreement.
19. **CONTRACTUAL PROVISIONS ATTACHMENT.** The provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 10-11), which is attached hereto, are hereby incorporated in this contract and made a part thereof. It is expressly agreed that the terms of each and every provision in the attachment shall prevail and control over the terms of any other conflicting provision in any other document constituting and/or relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their properly authorized personnel on the day and year above written.

**NATIONAL ASSOCIATION OF  
STATE BOARDS OF ACCOUNTANCY, INC.**

By: \_\_\_\_\_

Ken L. Bishop

Title: EVP and COO

11/7/11

\_\_\_\_\_  
Date

**KANSAS BOARD OF  
ACCOUNTANCY**

By: \_\_\_\_\_

Susan L. Somers

Title: Executive Director

11/14/11

\_\_\_\_\_  
Date



**SCHEDULE 1**  
**Processing Applications for First-Time Candidates and**  
**Administering the CPA Examination**

1. Design application materials and have approved by the State Board.
2. Provide applicants with a toll-free telephone number (800-CPA-EXAM) that candidates may call during normal business hours to request information.
3. Respond to applicant requests regarding requirements, process to follow, timing of events, etc.
4. Provide applicants with a website ([www.nasba.org](http://www.nasba.org)) for reading/downloading information and applying online.
5. Provide applicants with a toll-free telephone number to apply for the examination.
6. Acknowledge receipt of application materials.
7. Process applications and fees (applications are received by mail, telephone and Internet).
8. Provide additional materials, such as the Candidate Bulletin.
9. Evaluate educational qualifications of candidates to determine eligibility.
10. If candidate has academic credit from a foreign institution:
  - (i) Instruct candidate on procedure to have foreign credentials evaluated, including fees;
  - (ii) Receive foreign credential evaluation; and
  - (iii) Resolve any discrepancies with candidate and foreign credential evaluation service.
11. Notify and follow-up with candidates whose application materials are deficient.
12. Process and evaluate requests for special accommodations from candidates seeking special accommodations under the Americans with Disabilities Act (ADA). (This involves an individual negotiation process with each such candidate, including receipt of a signed agreement from the candidate.)
13. Produce rosters of eligible candidates for the State Board review and approval, if requested.
14. Notify National Candidate Database (and/or candidate) of candidate's eligibility to take the examination.
15. Remit portion of fees to State Board, if appropriate.
16. Remit portion of fees to National Candidate Database for distribution to NASBA, AICPA and Prometric.
17. Resolve electronic communication issues among the State Board, CPAES and the National Candidate Database on an ongoing basis.
18. Track candidate progress from scheduling through CPA Examination delivery.
19. Respond to candidate concerns regarding the CPA Examination process.
20. Receive candidate scores from National Candidate Database.
21. Analyze scores and post appropriate credit to candidate records, including credit expiration dates, if any.
22. Provide the State Board with score reports, including individual candidate credit status.
23. Hold scores of candidates with deficiencies.

24. Provide score notices to candidates.
25. Provide passing candidates with licensure and other information.
26. Answer candidate questions about score results and diagnostics.
27. Maintain permanent electronic files for all candidates. (Paper files and a copy of the electronic file will be sent to the State Board with respect to each candidate that passes the examination following the close of the relevant testing window and the issuance of advisory scores by AICPA.)
28. Issue written and oral reports to the State Board.

**SCHEDULE 2**  
**Processing Registrations for Reexamination Candidates and**  
**Administering the CPA Examination**

1. Receive electronic data files from the State Board for all eligible candidates.
2. Notify candidate to contact NASBA to register for CPA Examination.
3. Create file to submit to National Candidate Database for each candidate that registers to take the CPA Examination
4. Make available "Information for Reexamination Candidates" to candidate.
5. Provide applicants with a toll-free telephone number (800-CPA-EXAM) that candidates may call during normal business hours to request information.
6. Respond to candidates requests regarding requirements, process to follow, timing of events, etc.
7. Provide candidates with a website ([www.nasba.org](http://www.nasba.org)) for reading/downloading information and applying online.
8. Provide candidates with a toll-free telephone number to register for the examination.
9. Acknowledge receipt of registration.
10. Process registration and fees (registrations are received by telephone and Internet).
11. Provide additional materials, such as a Candidate Bulletin.
12. Process and evaluate requests for special accommodations from candidates seeking special accommodations under the Americans with Disabilities Act (ADA). (This involves an individual negotiation process with each such candidate, including receipt of a signed agreement from candidate.)
13. Notify National Candidate Database of candidate's eligibility to take the examination.
14. Remit portion of fees to National Candidate Database for distribution to NASBA, AICPA and Prometric.
15. Resolve electronic communication issues among the State Board, CPAES and the National Candidate Database on an ongoing basis.
16. Track candidate progress from scheduling through CPA Examination delivery.
17. Respond to candidate concerns regarding the CPA Examination process.
18. Receive candidate scores from National Candidate Database.
19. Analyze scores and post appropriate credit to candidate records, including credit expiration dates, if any.
20. Provide State Board with score reports, including individual candidate credit status.
21. Hold scores of candidates with deficiencies.
22. Provide score notices to candidates.
23. Provide passing candidates with licensure application information.
24. Answer candidate questions about score results and diagnostics.
25. Maintain permanent electronic files for all candidates. (Paper files and a copy of the electronic file will be sent to the State Board with respect to each candidate that passes the examination following the close of the relevant testing window and the issuance of advisory scores by AICPA.)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 10-11), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 8<sup>th</sup> day of November, 20 11.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.  
  
Contractor agrees to comply with all applicable state and federal anti-discrimination laws.  
  
The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

*[Handwritten signature]*  
11/8/11